Where the dominant tenement itself is conveyed, all easements, rights and profits appurtenant thereto pass to the grantee. GALE, EASEMENTS, Ed. 8, p. 83. But to be appurtenant, the right must "inhere in the land, concern the premises, and be essentially necessary to the enjoyment," *Moore* v. *Crose,* 43 Ind. 30; if it is in no way connected with the enjoyment or use of the land, it cannot be annexed as an incident to such land so as to become appurtenant thereto. *Linthicum* v. *Ray,* 9 Wall. 241, 19 L. Ed. 657. However, when possible, the right will be construed to be appurtenant and not in gross. *Kuechen* v. *Voltz,* 110 Ill. 264; *Spensley* v. *Valentine,* 34 Wis. 154. The distinction between rights in gross and appurtenant is that the former are attached to the person, the latter to the land, JONES, EASEMENTS, § 34. An easement in gross is neither assignable nor inheritable, id § 39. This is undoubtedly the general rule, but in Massachusetts and a few other states it is assignable, *Bowen* v. *Conner,* 6 Cush. 132, *French* v. *Morris,* 101 Mass. 68, *Goodrich* v. *Burbank,* 12 Allen, 459. A right appurtenant is assignable with the land, but cannot be severed from the land and assigned. JONES, EASEMENTS, § 40.

HOMESTEAD—ABANDONMENT—REMOVAL FROM STATE.—In 1906, complainant, against whom a judgment had previously been rendered, removed to another State for the purpose of obtaining better work, intending to return to his homestead when conditions justified. He has never returned. During a portion of his absence his house has been rented; it is now empty and in a dilapidated condition. D, the assignee of the judgment, has caused an execution to be levied on the premises, and complainant asks for an injunction to restrain a sale, on the ground that the premises levied upon constitute the homestead of complainant. *Held,* there has been no abandonment of the homestead. *Boyer* v. *Dague* (Iowa 1912) 134 N.W. 542.

The question of the abandonment of the homestead is always one of fact, *Wapello Co.* v. *Brady,* 118 Iowa 482, 92 N.W. 717, *Wiggins* v. *Chance,* 54, Ill. 175, but the intention of the homesteader to return or otherwise is controlling. *Moses* v. *White,* 6 Kan. App. 558, 51 Pac. 622, *Hoffman* v. *Buschman,* 95 Mich. 538, 55 N.W. 458, *Blumer* v. *Allbright,* 64 Neb. 249, 89 N.W. 809, *Anderson* v. *Davis,* 18 Utah 200, 55. Pac. 363, *Gates* v. *Steele,* 48 Ark. 539, 4 S.W. 53. However, the bare fact of removal makes a prime facie case of abandonment and raises a presumption against the claim of homestead, so the burden of showing an intention to return is upon him who asserts it. *Kaes* v. *Gross,* 92 Mo. 647, 3 S.W. 840, *Kerr* v. *Oppenheimer,* 20 Tex. Civ. App. 240, 49, S.W. 149, *Moses* v. *White, supra.* Where the homesteader departs to another State this presumption is given almost conclusive effect; thus in Kentucky a debtor who engaged in business in another State was held to have abandoned his homestead even though he repeatedly declared his intention to return, *Williams* v. *Rose,* 6 Ky. Law. Rep. 517, *Crush* v. *Stewart,* 7 Ky. Law. Rep. 825; and in *Land* v. *Boykin,* 122 Ala. 627, 25 South 172, it was so held although the debtor left part of his furniture in his homestead and tended and used the vegetables from his garden. A more liberal doctrine was announced in *Kimball* v. *Salisbury, (Lewis)* 17 Utah 381, 53 Pac. 1037, holding an absence

in another State for a year at a time was not an abandonment. On the other hand, where the removal is to another part of the same State for similar reasons, the presumption of abandonment seems to be given much less force. Thus, in *Reilly* v. *Reilly* (Ill.) 26 N.E. 604, an absence for nine years with the intention of returning when the growth of the home city would enable the plaintiff to carry on her business as a dressmaker, was held not to be an abandonment of the homestead; likewise, a four years' absence was not an abandonment, *Gardner* v. *Gardner,* 123 Mich. 673, 82 N.W. 522. But vide *White* v. *Roberts,* 112 Ky. 788, 23 Ky. Law Rep. 2187, 66 S.W. 758 and *Burch* v. *Atchison,* 82 Ky. 585, 6 Ky. Law Rep. 636, *contra.*

INSANITY—COURT CANNOT INTERFERE IF DEFENDANT HAS REFUSED TO SET IT UP AS A DEFENCE AT THE TRIAL.—Prisoner was indicted upon two counts, one for causing actual bodily harm to, the other for assault upon a police officer. He successfully pleaded *autrefois acquit* to the first count, but refused to set up insanity as a defence to the second count, and was found guilty. He then applied for leave to appeal against conviction and sentence, and to call for further evidence. Application refused. *James Henry Joseph Hill* (Eng. 1911) 7 Cr. App. R. 83.

A person insane at the time of committing the act cannot be guilty of crime nor can an insane person be tried, sentenced, or punished, CLARK, CR. LAW, p. 61. And when a prisoner stands mute the court may enter a plea of not guilty for him and also submit to the jury the question of his sanity. WHARTON, CR. PL. & PR., § 417; *Reg.* v. *Berry,* 13 Cox Cr. C. 189. But here the prisoner himself put in a defence, and refused to set up the defence of insanity, the court in the principal case saying:—"This is an unusual case * * * The Common Serjeant obviously thought him insane, but as the prisoner refused to set up the defence, this Court cannot interfere; it is a case for the Home Secretary."

INSURANCE—FOREIGN INSURANCE COMPANIES—LIABILITY ON LOSSES OCCURRING AFTER DISSOLUTION. Plaintiff's mortgagor, a resident of South Carolina, procured a policy of fire insurance from the defendant, a Nebraska corporation, licensed to do business in South Carolina. A short time afterward the defendant was declared insolvent, was dissolved and a receiver appointed by the Nebraska courts. More than a year later, and while the receiver was still in charge of the affairs of the defendant, the insured property was destroyed by fire. Plaintiff sued to recover the amount of his policy. *Held,* under the statute subjecting foreign corporations doing business in the State to the laws of the State, and providing that corporations, though dissolved, shall continue to be bodies corporate to prosecute or defend suits by or against them, and to enable them to settle their affairs, a foreign corporation admitted to do business in the State and issuing policies in the State may be sued on a policy issued to a citizen notwithstanding its dissolution in the State of its origin. *Frink* v. *National Mut. Fire Ins. Co.* (S. C. 1912) 74 S.E. 33.

This is a case of first impression in South Carolina, and the court cites